

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

OXARC, INC.	:	
	:	
and	:	CASES 19-CA-230472; 19-CA-237366;
	:	19-CA-237499; 19-CA-238503;
	:	19-CA-232728
TEAMSTERS LOCAL 839	:	
	:	
	:	
TEAMSTERS LOCAL 8690	:	
	:	
and	:	
	:	
(b) (6), (b) (7)(C) an individual	:	
	:	

**RESPONDENT'S ANSWER TO SECOND CONSOLIDATED COMPLAINT
AND AFFIRMATIVE DEFENSES**

COMES NOW, OXARC, INC. ("Oxarc" or "Respondent"), by and through its undersigned counsel and pursuant to Section 102.23 of the Board's Rules and Regulations, timely files its Answer and Affirmative Defenses to the Second Consolidated Complaint issued by the Regional Director in the above-captioned cases on June 27, 2019.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

To the extent that the Complaint encompasses any allegations occurring more than six months prior to the filing of an underlying charge with the National Labor Relations Board ("NLRB" or the "Board") and the service of such charge upon Oxarc, such allegations are time-barred by Section 10(b) of the National Labor Relations Act, as amended ("NLRA" or the "Act").

SECOND DEFENSE

To the extent that the Complaint fails to give Oxarc fair and adequate notice of the underlying charges, it denies Oxarc its right to due process under the U.S. Constitution, its right to notice of the charges under Section 10 of the NLRA, and its right to notice and a fair hearing under the Board's Rules and Regulations.

THIRD DEFENSE

The Complaint is invalid to the extent that any alleged agents of Oxarc committed acts that are ultimately determined to be outside the scope of their employment, or to the extent that they were never directed, authorized, or permitted thereby.

FOURTH DEFENSE

The Complaint is invalid to the extent it fails to state a claim upon which relief may be granted.

FIFTH DEFENSE

The Complaint is invalid to the extent that the General Counsel has pled legal conclusions rather than required factual allegations.

SIXTH DEFENSE

To the extent that supervisors and agents of Oxarc expressed only their views, arguments, or opinions, containing no threat of reprisal, promise of benefits, or suggestion of surveillance, such statements were protected in their entirety by Section 8(c) of the NLRA.

SEVENTH DEFENSE

The Complaint is invalid to the extent that it contains allegations that were not included within a timely-filed, pending unfair labor practice charge against Oxarc.

EIGHTH DEFENSE

The Complaint is invalid in that it is vague and imprecise with regard to the alleged actions of Oxarc.

NINTH DEFENSE

Oxarc lawfully implemented its Last, Best and Final Offer after the parties came to a lawful impasse.

ANSWERS TO NUMBERED AND UNNUMBERED PARAGRAPHS

1. (a) Responding to Paragraph 1(a) of the Complaint, Oxarc admits that Teamsters Local 839 filed the unfair labor practice in Case 19-CA-230472 on November 5, 2018, but Oxarc has no knowledge as to the date on which the Board placed it in the mail.

(b) Responding to Paragraph 1(b) of the Complaint, Oxarc admits that [REDACTED] filed the unfair labor practice in Case 19-CA-232728 on December 11, 2018, but Oxarc has no knowledge as to the date on which the Board placed it in the mail.

(c) Responding to Paragraph 1(c) of the Complaint, Oxarc admits that [REDACTED] filed the unfair labor practice in Case 19-CA-237336 on March 6, 2019, but Oxarc has no knowledge as to the date on which the Board placed it in the mail.

(d) Responding to Paragraph 1(d) of the Complaint, Oxarc admits that [REDACTED] filed the unfair labor practice in Case 19-CA-237449 on March 8, 2019, but Oxarc has no knowledge as to the date on which the Board placed it in the mail.

(e) Responding to Paragraph 1(e) of the Complaint, Oxarc admits that [REDACTED] filed the unfair labor practice in Case 19-CA-238503 on March 26, 2019, but Oxarc has no knowledge as to the date on which the Board placed it in the mail.

2. Responding to Paragraphs 2(a) through (d) of the Complaint, Oxarc admits the allegations therein.

3. Responding to Paragraph 3(a) through (c) of the Complaint, Oxarc admits the allegations therein.

4. Responding to Paragraph 4 of the Complaint, Oxarc denies the allegations therein.

By way of further response, (b) (6), (b) (7)(C) holds the position of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) holds the position of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) holds the position of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) holds the position of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C), but not an employee of Oxarc.

5. (a) Responding to Paragraph 5(a) through (c) of the Complaint, Oxarc admits the allegations contained therein.

6. Responding to Paragraph 6 of the Complaint, Oxarc denies the allegations contained therein.

7. (a) Responding to Paragraph 7(a) of the Complaint, Oxarc admits the allegations contained therein.

(b) Responding to Paragraph 7(b) of the Complaint, Oxarc denies the allegations contained therein.

8. (a) Responding to Paragraph 8(a) of the Complaint, Oxarc admits the allegations contained therein.

(b) Responding to Paragraph 8(b) of the Complaint, Oxarc admits the allegations contained therein.

(c) Responding to Paragraph 8(c) of the Complaint, Oxarc admits the allegations contained therein.

(d) Responding to Paragraph 8(d) of the Complaint, Oxarc admits that on March 11, 2019 it implemented its LBFO. Oxarc denies the remaining allegations set forth in this paragraph.

(e) Responding to Paragraph 8(e) of the Complaint, Oxarc denies the allegations contained therein as conclusions of law.

(f) Responding to Paragraph 8(f) of the Complaint, Oxarc denies the allegations contained therein.

(g) Responding to Paragraph 8(g) of the Complaint, Oxarc denies the allegations contained therein.

9. (a) Responding to Paragraph 9(a) of the Complaint, Oxarc denies the allegations contained therein.

(b) Responding to Paragraph 9(b) of the Complaint, Oxarc denies the allegations contained therein.

(c) Responding to Paragraph 9(c) of the Complaint, Oxarc denies the allegations contained therein.

(d) Responding to Paragraph 9(d) of the Complaint, Oxarc denies the allegation contained therein.

10. Responding to Paragraph 10 of the Complaint, Oxarc denies the allegations contained therein as conclusion of law and to the extent any of the statements therein contain factual allegations, they are denied.

11. Responding to Paragraph 11 of the Complaint, Oxarc denies the allegations contained therein as conclusion of law and to the extent any of the statements therein contain factual allegations, they are denied.

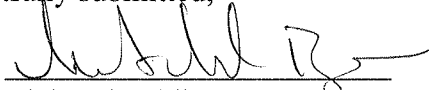
12. Responding to Paragraph 12 of the Complaint, Oxarc denies the allegations contained therein as conclusion of law and to the extent any of the statements therein contain factual allegations, they are denied.

13. Responding to Paragraph 13 of the Complaint, Oxarc denies the allegations contained therein as conclusion of law and to the extent any of the statements therein contain factual allegations, they are denied. Specifically, Oxarc denies that it was involved in any unfair labor practices.

WHEREFORE, having fully answered the Complaint, Oxarc prays that it be dismissed in its entirety, or, in the alternative, that Counsel for the Regional Director be held to strict proof as to all allegations not specifically admitted.

Respectfully submitted this 11th day of July, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rick Grimaldi', is written over a horizontal line.

Rick Grimaldi, Esq.

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ATTORNEYS FOR RESPONDENT

CERTIFICATE OF SERVICE

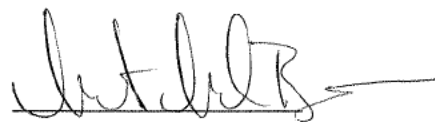
Pursuant to Section 102.114 of the *Board's Rules and Regulations*, I hereby certify that on the 11th day of July, 2019, I e-filed *Respondent's Answer to the Second Consolidated Complaint and Affirmative Defenses* with the NATIONAL LABOR RELATIONS BOARD, and served a copy of the foregoing document to all parties in interest, as listed below:

Via First Class Mail
(b) (6), (b) (7)(C)

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